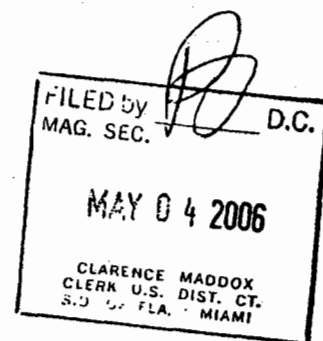


UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 05-20859-CR-HUCK(s)(s)

18 U.S.C. § 371
18 U.S.C. § 1343
18 U.S.C. § 1349
18 U.S.C. § 1344
18 U.S.C. § 1956(h)
18 U.S.C. § 1956(a)(1)(B)(i)
18 U.S.C. § 1957
18 U.S.C. § 982
21 U.S.C. § 853



UNITED STATES OF AMERICA

vs.

RAUL J. GUTIERREZ,
RENE DIAZ DE VILLEGAS,
EDUARDO HILLMAN-WALLER,
STEVE FERGUSON,
ARMANDO PAZ,
ISHWAR GALBARANSINGH,
RICHARD LACLE,
LEONARDO ARTURO MORA-RODRIGUEZ,
NORTHERN CONSTRUCTION LIMITED and
CALMAQUIP ENGINEERING CORPORATION,

Defendants.

SECOND SUPERSEDING INDICTMENT

The Grand Jury charges that:

GENERAL ALLEGATIONS

At times material to this Indictment:

1. CALMAQUIP ENGINEERING CORPORATION (hereinafter "CALMAQUIP") was a Florida corporation with its principal place of business at 7240 NW 12 Street, Miami, Florida.
2. RAUL J. GUTIERREZ was the President and Director of CALMAQUIP from 1996 to 2004.

int/AB

3. **RENE DIAZ DE VILLEGAS** was Vice President and Director of **CALMAQUIP** from 1998 to 2002.

4. **EDUARDO HILLMAN-WALLER** was co-owner of Birk Hillman Consultants, Inc. which was a construction supervisory firm located in Miami and Orlando, Florida. In or about the latter half of 1996, the exact date being unknown to the Grand Jury, Birk Hillman was selected by members of the government of Trinidad and Tobago to serve as the main consultant for construction at the Piarco International Airport.

5. **STEVE FERGUSON** was a national of Trinidad and Tobago.

6. **ARMANDO PAZ** was the Treasurer, Chief Financial Officer, and Director of **CALMAQUIP**.

7. **ISHWAR GALBARANSINGH** was a national of Trinidad and Tobago who was the owner of **NORTHERN CONSTRUCTION LIMITED** (hereinafter "**NORTHERN**"), a Trinidad and Tobago construction company.

8. **RICHARD LACLE** was a resident of Aruba and was the owner and operator of Windy City Trading Corporation (hereinafter "Windy City Trading") and Attika Enterprises Limited (hereinafter "Attika Enterprises").

9. **LEONARDO ARTURO MORA-RODRIGUEZ** was a national of Colombia.

The Piarco International Airport Project

10. From in or about September 1996 through and including 2000, the government of Trinidad and Tobago, conducted what was intended to be a competitive process to award and pay for various contracts in conjunction with the construction of the Piarco International Airport in Trinidad. The Airports Authority of Trinidad and Tobago (hereinafter "**AATT**") was the governmental agency in Trinidad and Tobago given overall responsibility for the construction of the airport.

11. Birk Hillman Consultants, Inc. (hereinafter "Birk Hillman"), a construction supervisory firm with offices in Orlando and Miami, Florida, was hired as designer, consultant and project manager to oversee construction at the Piarco International Airport.

12. The Piarco International Airport construction project was broken down into separately numbered construction packages, each of which was given an alpha-numeric designation. The designations and scope of the construction packages changed several times over the course of the project. Ultimately, the construction packages ranged from CP-1 to CP-13.

13. The contract ultimately designated CP-9 was for the building enclosure and interior construction of the airport. The contract ultimately designated CP-13 was for miscellaneous specialty equipment such as jetways, elevators, escalators, security systems, x-ray machines, loading bridges and a public address system.

14. In or about December 1998, Birk Hillman was provided with a one hundred percent cost estimate by an independent quantity surveyor for CP-9. The estimate for CP-9 was \$20,017,461 in United States dollars (hereinafter "USD"). In or about October 1999, Birk Hillman was provided with a one hundred percent cost estimate by an independent quantity surveyor for CP-13. The estimate for CP-13 totaled approximately \$15,500,000 USD.

15. On or about April 22, 1999, the eight companies that had been pre-qualified were invited to submit bids for CP-9.

16. Ultimately, **NORTHERN** was the only company to submit a bid for CP-9. Despite the fact that **NORTHERN**'s bid was approximately \$10,000,000 USD above the cost estimate, **NORTHERN** was awarded the contract for CP-9.

17. In or about November 1999, the ten companies that had been pre-qualified were invited to submit bids for CP-13.

18. **CALMAQUIP** and SDC, an international construction firm headquartered outside of the United States, were the only two companies who submitted bids for CP-13. The bids were submitted on or about December 20, 1999. Neither **CALMAQUIP** nor SDC disclosed that SDC's

United States subsidiary, SDCC, shared corporate officers, directors and business location with **CALMAQUIP**.

19. After the bids were submitted, they were evaluated by Birk Hillman and the Trinidad and Tobago Ministry of Finance. Based upon those evaluations, AATT awarded **CALMAQUIP** the contract for CP-13 on or about February 9, 2000. **CALMAQUIP**'s winning bid was approximately \$15,000,000 USD higher than the estimated cost of CP-13.

20. From in or about April 2000 to in or about November 2000, **CALMAQUIP** created invoices to support requests for payment from the government of Trinidad and Tobago for the purchase and installment of specialty equipment at the Piarco International Airport.

21. From in or about April 2000 to in or about November 2000, the government of Trinidad and Tobago paid **CALMAQUIP** in installments a total of approximately \$30,000,000 USD pursuant to the contract for CP-13.

Bank Accounts

22. **RAUL J. GUTIERREZ** opened and maintained bank accounts for Bocora Holdings, Inc. (hereinafter referred to as "Bocora 2") at Bank Leu Ltd. in Nassau, Bahamas.

23. **STEVE FERGUSON** opened and maintained bank accounts for Argentum International Marketing Services, Ltd. (hereinafter "Argentum"), South Western Enterprises, Ltd. (hereinafter "South Western"), and Neptune Maintenance and Equipment Supply Ltd. (hereinafter "Neptune") at Bank Leu Ltd. in Nassau, Bahamas, and for Geisla International Investments, S.A. (hereinafter "Geisla International Investments") at Totalbank in Miami, Florida.

24. **ISHWAR GALBARANSINGH** opened and maintained bank accounts for Platinum Resources, Ltd. (hereinafter "Platinum") and Northern Construction S.A. (hereinafter "Northern S.A.") at Bank Leu Ltd. In Nassau, Bahamas.

Bank Loans

25. From on or about March 30, 1998 to on or about February 12, 2002, **CALMAQUIP** did obtain commercial loans and revolving lines of credit from Wachovia Bank, N.A. f/k/a First

Union National Bank, The Hemisphere National Bank, Intercredit Bank, N.A., Colonial Bank, Totalbank, and The International Bank of Miami, N.A. (hereinafter collectively referred to as the "Financial Institutions"). The deposits of the Financial Institutions are insured by the Federal Deposit Insurance Corporation.

COUNT 1

1. Paragraphs 1 through 25 of the General Allegations section of this Superseding Indictment are realleged and incorporated herein by reference.

2. From in or about September 1996, the exact date being unknown to the Grand Jury, to on or about January 16, 2001, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

**RAUL J. GUTIERREZ,
RENE DIAZ DE VILLEGAS,
EDUARDO HILLMAN-WALLER,
STEVE FERGUSON,
ARMANDO PAZ,
ISHWAR GALBARANSINGH,
NORTHERN CONSTRUCTION LIMITED,
and
CALMAQUIP ENGINEERING CORPORATION,**

did knowingly combine, conspire, confederate and agree with each other, and with others known and unknown to the Grand Jury, to commit certain offenses against the United States, namely:

a. to transmit and cause to be transmitted, by means of wire communications in interstate and foreign commerce, certain writings, signs, signals, pictures and sounds for the purpose of executing a scheme and artifice to defraud and to obtain money and property from others by means of materially false and fraudulent pretenses, representations and promises, knowing that the pretenses, representations and promises were false and fraudulent when made, in violation of Title 18, United States Code, Section 1343; and

b. to knowingly transport, transmit, and transfer in interstate and foreign commerce money, of the value of \$5,000 or more, knowing the same to have been taken by fraud, in violation of Title 18, United States Code, Section 2314.

PURPOSE OF THE CONSPIRACY

3. The purpose of the conspiracy was to defraud the government of Trinidad and Tobago by manipulating the bid process for certain Piarco International Airport construction packages so that the defendants and their related companies would unjustly enrich themselves through the receipt of proceeds from excessively inflated contracts and to transfer those proceeds in interstate and foreign commerce in order to conceal and disguise the nature and location of those proceeds.

MANNER AND MEANS OF THE CONSPIRACY

4. The manner and means by which the Defendants **RAUL J. GUTIERREZ, RENE DIAZ DE VILLEGAS, EDUARDO HILLMAN-WALLER, ARMANDO PAZ, STEVE FERGUSON, ISHWAR GALBARANSINGH, LEONARDO ARTURO MORA-RODRIGUEZ, NORTHERN, and CALMAQUIP** sought to accomplish the objects and purpose of the conspiracy included, among other things, the following:

- a. Defendants **STEVE FERGUSON** and **ISHWAR GALBARANSINGH** would use political and economic influence to manipulate and control the bidding and selection process for the construction project at the Piarco International Airport;
- b. the Defendants, together with officers and agents of SDC and SDCC, would arrange for SDC to submit a fraudulent and excessive bid for CP-9, so that the overpriced bid submitted by **NORTHERN** would be accepted;
- c. the Defendants, together with officers and agents of SDC and SDCC, would arrange for **NORTHERN** to provide bid figures for CP-9 to SDC so that SDC could submit a bid that was higher than the bid submitted by **NORTHERN**;
- d. the Defendants, together with officers and agents of SDC and SDCC, would arrange for SDC to submit a fraudulent and excessive bid for CP-13, so that the overpriced bid submitted by **CALMAQUIP** would be accepted;

- e. the Defendants, together with officers and agents of SDC and SDCC, would arrange for **CALMAQUIP** to pay SDC for submitting its bid for CP-13, including paying SDC's expenses for travel to Trinidad and Tobago;
- f. **EDUARDO HILLMAN-WALLER** would solicit and receive financial compensation, or "kickbacks," from contractors chosen to perform work for the construction project at the Piarco International Airport; and
- g. Defendants **STEVE FERGUSON**, **RAUL J. GUTIERREZ**, and **ISHWAR GALBARANSINGH** would use offshore bank accounts of shell companies in order to secrete the proceeds of the fraudulently obtained contracts and to facilitate the movement of those proceeds in interstate and foreign commerce.

OVERT ACTS

In furtherance of the conspiracy and to achieve the objects and purposes thereof, at least one of the Defendants committed or caused to be committed, in the Southern District of Florida and elsewhere, at least one of the following overt acts, among others:

1. In or about the latter half of 1997, the exact date being unknown to the Grand Jury, **RAUL J. GUTIERREZ** and **RENE DIAZ DE VILLEGAS** did meet and discuss the submission of a fraudulent bid by SDCC for one of the construction packages at the Piarco International Airport.
2. In or about the latter half of 1997, the exact date being unknown to the Grand Jury, **RAUL J. GUTIERREZ**, **RENE DIAZ DE VILLEGAS**, and **EDUARDO HILLMAN-WALLER** did meet in the office of **EDUARDO HILLMAN-WALLER** in Miami, Florida and discuss the submission of a fraudulent bid by SDCC for one of the construction packages at the Piarco International Airport.
3. On or about October 23, 1997, **RAUL J. GUTIERREZ** did prepare a confidential memorandum regarding Piarco International Airport.
4. In or about May 13, 1998, **STEVE FERGUSON** did send a fax transmittal sheet by facsimile from Trinidad to **RAUL J. GUTIERREZ** in Miami, Florida. The fax transmittal stated

"Please note the closing date is on Wednesday/20th May/1998 and all documents for Calmaquip Engineering Corporation and [SDC] should be in Trinidad by Monday/18th May/1998 for the latest."

5. In or about May 1998, SDC submitted a prequalification package for various construction packages, including what later became CP-9 and CP-13, to AATT in Trinidad.

6. On or about June 1, 1999, **RENE DIAZ DE VILLEGAS**, on behalf of SDCC, did send by wire facsimile from Miami, Florida to Trinidad, a request for an extension of the closing date to submit bids for CP-9.

7. On or about June 4, 1999, **NORTHERN** did send a fax transmittal sheet by wire facsimile from Trinidad to **CALMAQUIP** in Miami, Florida. The fax transmittal sheet advised that the bid closing date for CP-9 had been extended to June 17, 1999 and that further information would be forthcoming.

8. On or about June 8, 1999, **CALMAQUIP** did send a fax transmittal sheet by wire facsimile from Miami, Florida to **NORTHERN** in Trinidad. The fax transmittal sheet requested that **NORTHERN** send **CALMAQUIP** "information" concerning CP-9 no later than June 9, 1999.

9. On or about June 8, 1999, unindicted co-conspirator V.F., on behalf of SDCC, did send a fax transmittal sheet by wire facsimile from Miami, Florida to unindicted co-conspirator C.F., on behalf of SDC, in Portugal. The fax transmittal sheet reflected an agreement between **CALMAQUIP** and SDC for SDC to submit a fraudulent bid for CP-9.

10. On or about June 14, 1999, **NORTHERN** did send a document by wire facsimile from Trinidad to **CALMAQUIP** in Miami, Florida. The document contained the specific figures that **NORTHERN** wanted SDC to include in its bid for CP-9.

11. On or about June 15, 1999, **CALMAQUIP** did send a fax transmittal sheet from Miami, Florida to **NORTHERN** in Trinidad. The fax transmittal sheet confirmed that **CALMAQUIP** had received the specific figures faxed to it by **NORTHERN**.

12. On or about June 17, 1999, **NORTHERN** submitted its bid for CP-9.

13. In or about the fall of 1999, **EDUARDO HILLMAN-WALLER** met with a contractor in Miami, Florida and solicited payments of illegal kickbacks in exchange for a contract for work at the Piarco International Airport.

14. On or about December 2, 1999, **CALMAQUIP** did send a fax transmittal sheet from Miami, Florida to one of its employees in Trinidad. The fax transmittal sheet instructed the employee to inform AATT of a change in address for both **CALMAQUIP** and SDC.

15. On or about December 15, 1999, **CALMAQUIP** purchased two self-inking rubber stamps bearing the name and insignia of their competitor, SDC, from Graphics by Deroy, Inc., a rubber stamp manufacturer based in Miami, Florida.

16. On or about December 17, 1999, **STEVE FERGUSON** submitted a tender bond to SDC for CP-13.

17. On or about December 20, 1999, SDC submitted a bid for CP-13 to AATT which contained an imprint of the two stamps purchased by **CALMAQUIP** on several pages of the bid document.

18. On or about, December 20, 1999, **CALMAQUIP** submitted a bid for CP-13 that was approximately \$4,702,209 USD less than the bid submitted by SDC.

19. On or about December 21, 1999, Birk Hillman conducted the technical proposal and price proposal evaluations of the bids submitted by **CALMAQUIP** and SDC for CP-13.

20. On or about January 17, 2000, **ARMANDO PAZ**, on behalf of **CALMAQUIP**, did issue a check to Graphics by Deroy, Inc. in Miami, Florida to pay for the two stamps containing the name and insignia of SDC.

21. On or about February 9, 2000, **CALMAQUIP's** bid for CP-13 was accepted by AATT.

22. On or about March 1, 2000, **CALMAQUIP** issued a check to unindicted co-conspirator D.F. in the amount of \$1,319.04 USD.

23. On or about March 24, 2000, **ARMANDO PAZ**, on behalf of **CALMAQUIP**, did mail a letter to the Export-Import Bank of the United States stating that **CALMAQUIP** needed financing for CP-13 "due to strong competition from [SDC] from Portugal."

OVERT ACTS 24 THROUGH 47

On or about the following dates, **CALMAQUIP** received into its bank account at Dresdner Bank Lateinamerika, AG (hereinafter "Dresdner Bank") in Miami, Florida, the following amounts from AATT for **CALMAQUIP**'s work on CP-13, according to overt acts listed below:

Overt Act	Date of Authorization	Amount Authorized (USD)
24	April 19, 2000	\$4,499,336.25
25	April 20, 2000	\$5,500,663.75
26	August 11, 2000	\$348,906.95
27	August 11, 2000	\$1,000,734.81
28	August 11, 2000	\$1,233,389.45
29	August 11, 2000	\$2,001,544.62
30	August 16, 2000	\$503,905.48
31	August 18, 2000	\$484,126.15
32	August 18, 2000	\$81,267.12
33	August 18, 2000	\$40,633.56
34	August 18, 2000	\$50,079.50
35	August 18, 2000	\$14,168.91
36	August 18, 2000	\$20,461.95
37	August 21, 2000	\$1,117,204.81
38	August 23, 2000	\$1,041,443.37
39	August 28, 2000	\$3,820,510.79
40	September 8, 2000	\$546,745.09
41	September 11, 2000	\$1,424,817.34
42	September 18, 2000	\$1,424,742.34
43	September 19, 2000	\$1,041,443.37
44	September 26, 2000	\$1,424,742.34
45	September 28, 2000	\$1,424,817.34

Overt Act	Date of Authorization	Amount Authorized (USD)
46	October 3, 2000	\$474,864.11
47	November 22, 2000	\$474,939.11

48. On or about August 15, 2000, **ARMANDO PAZ**, on behalf of **CALMAQUIP**, did wire transfer \$423,800 from Dresdner Bank in Miami, Florida to the account of Empresas Sudamericanas S.A. (hereinafter "Empresas") at Banco Bilbao Vizcaya Argentaria (Panama, S.A.) in Panama (hereinafter "Banco Bilbao").

49. On or about August 25, 2000, **RAUL J. GUTIERREZ**, on behalf of **CALMAQUIP**, did wire transfer \$777,000 from Dresdner Bank in Miami, Florida to the account of Empresas at Banco Bilbao in Panama.

50. On or about August 29, 2000, **ARMANDO PAZ**, on behalf of **CALMAQUIP**, did wire transfer \$719,000 from Dresdner Bank in Miami, Florida to the account of Platinum at Bank Leu in Nassau, Bahamas.

51. On or about August 30, 2000, **STEVE FERGUSON**, on behalf of Argentum, did wire transfer \$70,000 from Bank Leu to the account of M.D., eventual wife of **RAUL J. GUTIERREZ**, at Mellon Bank in Miami, Florida.

52. On or about September 12, 2000, **ISHWAR GALBARANSINGH**, on behalf of Platinum, did wire transfer \$715,000 from Bank Leu in Nassau, Bahamas to the account of Neptune Maintenance and Equipment Supply, Ltd. (hereinafter "Neptune") at Bank Leu in Nassau, Bahamas.

53. On or about September 13, 2000, **STEVE FERGUSON**, on behalf of Neptune, did wire transfer \$500,000 from Bank Leu in Nassau, Bahamas to the account of Bocora 2 at Bank Leu in Nassau, Bahamas.

54. On or about September 13, 2000, **STEVE FERGUSON**, on behalf of Neptune, did wire transfer \$100,000 from Bank Leu in Nassau, Bahamas to the account of Windy City Trading at Mellon Bank in Miami, Florida.

55. On or about September 18, 2000, **RENE DIAZ DE VILLEGAS**, on behalf of **CALMAQUIP**, did wire transfer \$431,000 from Dresdner Bank in Miami, Florida to the account of Platinum at Bank Leu in Nassau, Bahamas.

56. On or about September 18, 2000, **ISHWAR GALBARANSINGH**, on behalf of Platinum, did wire transfer \$430,000 from Bank Leu in Nassau, Bahamas to the account of Neptune at Bank Leu in Nassau, Bahamas.

57. On or about September 27, 2000, **STEVE FERGUSON**, on behalf of Neptune, did wire transfer \$300,000 from Bank Leu in Nassau, Bahamas to the account of Bocora 2 at Bank Leu in Nassau, Bahamas.

58. On or about September 28, 2000, **STEVE FERGUSON**, on behalf of Neptune, did wire transfer \$41,000 from Bank Leu in Nassau, Bahamas to the account of M.D., eventual wife of **RAUL J. GUTIERREZ**, at Mellon Bank in Miami, Florida.

59. On or about November 24, 2000, **STEVE FERGUSON**, on behalf of Argentum, did wire transfer \$40,000 from Bank Leu in Nassau, Bahamas to the account of M.D., eventual wife of **RAUL J. GUTIERREZ**, at Mellon Bank in Miami, Florida.

60. On or about December 21, 2000, **STEVE FERGUSON**, on behalf of Argentum, did wire transfer \$50,000 from Bank Leu in Nassau, Bahamas to the account of M.D., eventual wife of **RAUL J. GUTIERREZ**, at Mellon Bank in Miami, Florida.

61. On or about December 21, 2000, **STEVE FERGUSON**, on behalf of Argentum, did wire transfer \$300,000 from Bank Leu in Nassau, Bahamas to the account of **RAUL J. GUTIERREZ**, at Totalbank in Miami, Florida.

62. On or about December 29, 2000, **STEVE FERGUSON**, on behalf of Argentum, did wire transfer \$100,000 from Bank Leu in Nassau, Bahamas to the account of Windy City Trading at Mellon Bank in Miami, Florida.

63. On or about January 16, 2001, **STEVE FERGUSON**, on behalf of Argentum, did wire transfer \$100,000 from Bank Leu in Nassau, Bahamas to the account of Windy City Trading at Mellon Bank in Miami, Florida.

64. On or about January 16, 2001, **STEVE FERGUSON**, on behalf of Argentum, did wire transfer \$500,000 from Bank Leu in Nassau, Bahamas to the account of Bocora 2 at Bank Leu in Nassau, Bahamas.

All in violation of Title 18, United States Code, Section 371.

COUNT 2

1. Paragraphs 1 through 25 of the General Allegations section of this Superseding Indictment are realleged and incorporated herein by reference.

2. From in or about September 1996, the exact date being unknown to the Grand Jury, to on or about November 22, 2000, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

**RAUL J. GUTIERREZ,
RENE DIAZ DE VILLEGAS,
EDUARDO HILLMAN-WALLER,
STEVE FERGUSON,
ARMANDO PAZ,
ISHWAR GALBARANSINGH,
NORTHERN CONSTRUCTION LIMITED,
and
CALMAQUIP ENGINEERING CORPORATION,**

together with others known and unknown to the Grand Jury, having devised and intended to devise a scheme and artifice to defraud and for obtaining money and property from others by means of materially false and fraudulent pretenses, representations and promises, knowing that the pretenses, representations and promises were false and fraudulent when made, did transmit and cause to be transmitted, by means of wire communications in interstate and foreign commerce, certain writings, signs, signals, pictures and sounds for the purpose of executing such scheme and artifice.

PURPOSE OF THE SCHEME AND ARTIFICE

3. It was the purpose of the scheme and artifice that the defendants would obtain money and property from the government of Trinidad and Tobago for work performed in accordance with a contract procured by fraud, that is, the construction contract for CP-13 at the Piarco International Airport.

4. Paragraphs 3 and 4 and Overt Acts 1 through 64 of Count 1 of this Superseding Indictment are realleged and incorporated herein by reference as a description of the scheme and artifice, as well as a description of the materially false and fraudulent pretenses, representations and promises, and omissions of material fact, by means of which the scheme and artifice was conducted.

USE OF THE WIRES

5. On or about November 22, 2000, the defendants, for the purpose of executing the aforesaid scheme and artifice to defraud and for obtaining money and property from others by means of materially false and fraudulent pretenses, representations and promises, did knowingly cause to be transmitted, by means of wire communication in interstate and foreign commerce, certain writings, signs, and signals, that is, a transfer of \$588,287.62 USD from the Federal Reserve Bank of New York through Dresdner Bank in the Cayman Islands, ultimately resulting in the credit of \$474,939.11 USD to the bank account of CALMAQUIP at Dresdner Bank in Miami, Florida.

All in violation of Title 18, United States Code, Sections 1343 and 2.

COUNT 3

1. Paragraphs 1 through 25 of the General Allegations section of this Superseding Indictment are realleged and incorporated herein by reference.

2. From in or about March 30, 1998, to on or about April 7, 2004, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

**RAUL J. GUTIERREZ,
ARMANDO PAZ,
and
CALMAQUIP ENGINEERING CORPORATION,**

did willfully, that is with the specific intent to further the unlawful purpose, and knowingly combine, conspire, confederate and agree with each other, and with others known and unknown to the Grand Jury, to knowingly and with intent to defraud execute a scheme and artifice to defraud financial institutions, as that term is defined in Title 18, United States Code, Section 20, that is, Wachovia Bank, N.A., The Hemisphere National Bank, Intercredit Bank, N.A., Colonial Bank, Totalbank, and The International Bank of Miami N.A., and to obtain money, funds, assets, and other property owned by and under the custody and control of said Financial Institutions, by means of materially false and fraudulent pretenses, representations, and promises, in violation of Title 18, United States Code, Section 1344.

PURPOSE OF THE CONSPIRACY

3. A purpose of the conspiracy was to obtain money and credit from the Financial Institutions in the form of advances from loans and revolving lines of credit by means of false and fraudulent pretenses, representations and promises as to the true purpose of the loans and lines of credit.

MANNER AND MEANS

4. The manner and means by which the defendants, **RAUL J. GUTIERREZ, ARMANDO PAZ and CALMAQUIP ENGINEERING CORPORATION**, sought to accomplish the purpose of the conspiracy included, among other things, the following:

a. The defendants, **RAUL J. GUTIERREZ, ARMANDO PAZ and CALMAQUIP ENGINEERING, CORPORATION**, would obtain commercial loans and revolving lines of credit from the Financial Institutions.

b. The defendants, **RAUL J. GUTIERREZ, ARMANDO PAZ and CALMAQUIP ENGINEERING CORPORATION**, would renew and extend existing commercial loans and revolving lines of credit from the Financial Institutions.

c. The defendants, **RAUL J. GUTIERREZ, ARMANDO PAZ and CALMAQUIP ENGINEERING CORPORATION**, would falsely represent to the Financial Institutions that they

were obtaining and renewing loans or lines of credit to pay for export and shipment of commercial goods from the United States for commercial projects in Trinidad and Tobago, Aruba, Honduras, Dominican Republic and elsewhere, when in truth and in fact, as the defendants well knew, the loans and lines of credit were to repay previous loans and lines of credit from other banks and to provide funds for the personal use of **RAUL J. GUTIERREZ** and others associated with him.

d. The defendant, **RAUL J. GUTIERREZ**, would cause the creation of false and fraudulent invoices to justify causing the Financial Institutions to transfer loan proceeds and advances to offshore bank accounts, which he caused to be used to pay his and his associates' personal expenses..

e. The defendant, **RAUL J. GUTIERREZ**, would fraudulently use proceeds from loans and lines of credit transferred from the Financial Institutions to offshore bank accounts for his own personal benefit and the benefit of others associated with him.

f. The defendants, **RAUL J. GUTIERREZ, ARMANDO PAZ** and **CALMAQUIP ENGINEERING CORPORATION**, would obtain Forbearance Agreements and would guarantee repayment to the Financial Institutions for overdue loans and lines of credit in order to delay repayment or foreclosure on said loans and lines of credit.

g. The defendants, **RAUL J. GUTIERREZ, ARMANDO PAZ** and **CALMAQUIP ENGINEERING CORPORATION**, would default on and not repay loans and lines of credit as follows:

- (1) Colonial Bank: Three Million Six Hundred Thousand Dollars (\$3,600,000.00).
- (2) Wachovia Bank, N.A.: Three Million Two Hundred Six Thousand One Hundred and Eighteen Dollars (\$3,206,118.00).
- (3) Totalbank: Three Million Nine Hundred and Seventy Four Thousand Nine Hundred and Eighty Two Dollars (\$3,974,982.00).
- (4) The Hemisphere National Bank: Two Million Dollars (\$2,000,000.00).
- (5) The International Bank of Miami, N.A.: Two Million Nine Hundred Thousand Dollars (\$2,900,000.00).

- (6) Intercredit Bank, N.A.: Two Million Eight Hundred and Seventy Five Thousand Dollars (\$2,875,000.00).

All in violations of Title 18, United States Code, Section 1349.

COUNTS 4-19

1. Paragraphs 1 through 25 of the General Allegations section of this Superseding Indictment are realleged and incorporated fully herein by reference.

2. On or about the dates and as to the defendants listed in each Count below, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the below-listed defendants did knowingly, and with intent to defraud, execute a scheme and artifice to defraud financial institutions, that is, Wachovia Bank, N.A., Intercredit Bank, N.A., The Hemisphere National Bank, Colonial Bank, Totalbank, and The International Bank of Miami, N.A., and to obtain moneys, funds, assets and other property owned by, and under the custody and control of, said Financial Institutions, by means of materially false and fraudulent pretenses, representations, and promises.

PURPOSE OF THE SCHEME AND ARTIFICE TO DEFRAUD

3. A purpose of the scheme and artifice to defraud was to obtain money and credit from the Financial Institutions in the form of advances from loans and revolving lines of credit by means of false and fraudulent pretenses, representations and promises as to the true purpose of the loans and lines of credit.

MANNER AND MEANS

4. Paragraphs 4(a)-(g) of Count 3 of this Superseding Indictment realleged and incorporated herein by reference.

EXECUTIONS OF THE SCHEME AND ARTIFICE

COUNT	APPROXIMATE DATE	DEFENDANT	EXECUTIONS OF THE SCHEME AND ARTIFICE
4	November 7, 2000	RAUL J. GUTIERREZ, ARMANDO PAZ and CALMAQUIP	Received from Wachovia Bank, N.A. loan advance in amount of \$478,381.16, based on defendants' materially false representation that the purpose of the loan was to obtain pre-export and post-export financing.
5	November 9, 2000	RAUL J. GUTIERREZ, ARMANDO PAZ and CALMAQUIP	Received from Wachovia Bank, N.A. loan advance in amount of \$478,290.91, based on defendants' materially false representation that the purpose of the loan was to obtain pre-export and post-export financing.
6	November 9, 2000	RAUL J. GUTIERREZ, ARMANDO PAZ and CALMAQUIP	Received from Colonial Bank loan advance in amount of \$485,875.00, based on defendants' materially false representation that the purpose of the loan was to obtain money for pre-export of shipment of hotel equipment from Miami U.S.A. to Dominican Republic.
7	June 6, 2001	RAUL J. GUTIERREZ, ARMANDO PAZ and CALMAQUIP	Received from Colonial Bank loan advance in amount of \$489,437.50, based on defendants' materially false representation that the purpose of the loan was to obtain money for pre-export of shipment of airport equipment from Miami, U.S.A. to Piarco International Airport, Trinidad.
8	June 8, 2001	RAUL J. GUTIERREZ, ARMANDO PAZ and CALMAQUIP	Received from Totalbank loan advance in amount of \$488,218.75, based on defendants' materially false representation that the purpose of the loan was to obtain money for pre-export of shipment of airport equipment from Miami, U.S.A. to Piarco International Airport, Trinidad.
9	June 12, 2001	RAUL J. GUTIERREZ, ARMANDO PAZ and CALMAQUIP	Received from Colonial Bank loan advance in amount of \$489,618.06, based on defendants' materially false representation that the purpose of the loan was to obtain money for pre-export of shipment of airport equipment from Miami, U.S.A. to Reina Beatrix International Airport, Aruba.

10	July 10, 2001	RAUL J. GUTIERREZ, ARMANDO PAZ and CALMAQUIP	Received from The International Bank of Miami, N.A. loan advance in amount of \$500,000.00, based on defendants' materially false representation that the purpose of the loan was to obtain money for export of airport equipment to Honduras Airport, Honduras on October 22, 2001.
11	July 10, 2001	RAUL J. GUTIERREZ, ARMANDO PAZ and CALMAQUIP	Received from Colonial Bank loan advance in amount of \$ 489,583.33, based on defendants' materially false representation that the purpose of the loan was to obtain money for pre-export of shipment of airport equipment from Miami, U.S.A. to Honduras Airport, Honduras.
12	July 31, 2001	RAUL J. GUTIERREZ, ARMANDO PAZ and CALMAQUIP	Received from Colonial Bank loan advance in amount of \$ 489,409.72, based on defendants' materially false representation that the purpose of the loan was to obtain money for pre-export of shipment of airport equipment from Miami, U.S.A. to Piarco International Airport, Trinidad.
13	August 23, 2001	RAUL J. GUTIERREZ, ARMANDO PAZ and CALMAQUIP	Received from The Hemisphere National Bank loan advance in amount of \$488,118.06, based on defendants' materially false representation that the purpose of the loan was to obtain money for shipment of airport equipment from Miami U.S.A. to Piarco International Airport, Trinidad.
14	August 27, 2001	RAUL J. GUTIERREZ, ARMANDO PAZ and CALMAQUIP	Received from Intercredit Bank, N.A. loan advance in amount of \$ 488,722.22, based on defendants' materially false representation that the purpose of the loan was to obtain money for pre-export of shipment of airport equipment from Miami, U.S.A. to Honduras on or about December 21, 2001.
15	November 21, 2001	RAUL J. GUTIERREZ, ARMANDO PAZ and CALMAQUIP	Received from The International Bank of Miami, N.A. loan advance in amount of \$500,000.00, based on defendants' materially false representation that the purpose of the loan was to obtain money for the export of airport equipment for the Aruba Airport Maintenance Program in Aruba.

16	November 27, 2001	RAUL J. GUTIERREZ, ARMANDO PAZ and CALMAQUIP	Received from Colonial Bank loan advance in amount of \$491,805.56, based on defendants' materially false representation that the purpose of the loan was to obtain money for pre-export of shipment of airport equipment from Miami, U.S.A. to Aruba Airport in Aruba.
17	December 6, 2001	RAUL J. GUTIERREZ, ARMANDO PAZ and CALMAQUIP	Received from Colonial Bank loan advance in amount of \$491,666.67, based on defendants' materially false representation that the purpose of the loan was to obtain money for was to obtain money for pre-export of shipment of airport equipment from Miami, U.S.A. to Piarco International Airport, Trinidad.
18	December 19, 2001	RAUL J. GUTIERREZ, ARMANDO PAZ and CALMAQUIP	Received from Totalbank loan advance in amount of \$491,597.22, based on defendants' materially false representation that the purpose of the loan was to obtain money for pre-export of shipment of airport equipment for Piarco International Airport Maintenance Program from Miami, U.S.A. to Trinidad.
19	February 12, 2002	RAUL J. GUTIERREZ and CALMAQUIP	Received from The International Bank of Miami, N.A. loan advance in amount of \$500,000, based on defendants' materially false representation that the purpose of the loan was to obtain money for export of hospital equipment for the Centro Medico Internacional de INCE-Dominican Republic.

All in violation of Title 18, United States Code, Sections 1344 and 2.

COUNT 20

1. Paragraphs 1 through 25 of the General Allegations section of this Superseding Indictment are realleged and incorporated fully herein by reference.

2. From on or about March 30, 1998, to the date of the return of this Superseding Indictment, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants,

**RAUL J. GUTIERREZ,
EDUARDO HILLMAN-WALLER
STEVE FERGUSON,
ARMANDO PAZ,
ISHWAR GALBARANSINGH,
RICHARD LACLE,**

**LEONARDO ARTURO MORA-RODRIGUEZ
and
CALMAQUIP ENGINEERING CORPORATION,**

did knowingly combine, conspire, confederate and agree with each other, and with others known and unknown to the Grand Jury, to commit certain offenses under Title 18, United States Code, Sections 1956 and 1957, namely:

(a) to knowingly conduct financial transactions affecting interstate and foreign commerce which involved the proceeds of specified unlawful activity, knowing that the transactions were designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of said specified unlawful activity and knowing that the property involved in the financial transactions represented the proceeds of some form of unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i); and

(b) to knowingly engage in monetary transactions affecting interstate and foreign commerce, by, through, and to a financial institution, in criminally derived property of a value greater than \$10,000, such property having been derived from a specified unlawful activity, and knowing that the property involved in the financial transactions represented the proceeds of some form of unlawful activity; in violation of Title 18, United States Code, Section 1957.

All in violation of Title 18, United States Code, Section 1956(h).

It is further alleged that the specified unlawful activities are wire fraud, in violation of Title 18, United States Code, Section 1343 and bank fraud, in violation of Title 18 United States Code, Section 1344.

COUNTS 21 - 53

1. Paragraphs 1 through 25 of the General Allegations section of this Superseding Indictment are re-alleged and incorporated herein by reference.

2. On or about the dates specified in the individual counts below, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants, as set forth below according to count, did knowingly conduct and attempt to conduct financial transactions affecting

interstate and foreign commerce which involved the proceeds of a specified unlawful activity, knowing that the transactions were designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of said specified unlawful activity and that while conducting and attempting to conduct such financial transactions knew that the property involved in the financial transactions, represented the proceeds of some form of unlawful activity:

COUNT	DATE	DEFENDANT	FINANCIAL TRANSACTION (in USD)
21	Nov. 24, 2000	RAUL J. GUTIERREZ and STEVE FERGUSON	Wire transfer of \$40,000 from account of Argentum at Bank Leu Ltd. in Nassau, Bahamas to the account of M.D. at Mellon United National Bank in Miami, Florida.
22	Dec. 21, 2000	RAUL J. GUTIERREZ and STEVE FERGUSON	Wire transfer of \$50,000 from account of Argentum at Bank Leu Ltd. in Nassau, Bahamas to the account of M.D. at Mellon United National Bank in Miami, Florida.
23	Dec. 21, 2000	RAUL J. GUTIERREZ and STEVE FERGUSON	Wire transfer of \$300,000 from account of Argentum at Bank Leu Ltd. in Nassau, Bahamas to the account of RAUL J. GUTIERREZ at Totalbank in Miami, Florida.
24	Dec. 29, 2000	RAUL J. GUTIERREZ, STEVE FERGUSON and RICHARD LACLE	Wire transfer of \$100,000 from account of Argentum at Bank Leu Ltd. in Nassau, Bahamas to the account of Windy City Trading at Mellon United National Bank in Miami, Florida.
25	Jan. 16, 2001	RAUL J. GUTIERREZ, STEVE FERGUSON and RICHARD LACLE	Wire transfer of \$100,000 from account of Argentum at Bank Leu Ltd. in Nassau, Bahamas to the account of Windy City Trading at Mellon United National Bank in Miami, Florida.
26	Mar. 26, 2001	EDUARDO HILLMAN- WALLER	Did direct a check for \$14,668 to be drawn on the account of Empresas at Helm Bank in Miami, Florida for R.O.M.P.U. Construction Corporation in Miami, Florida.

COUNT	DATE	DEFENDANT	FINANCIAL TRANSACTION (in USD)
27	Mar. 29, 2001	EDUARDO HILLMAN-WALLER	Did direct a check of \$7,000 to be cashed from the account of Empresas at Helm Bank in Miami, Florida for the benefit of EDUARDO HILLMAN-WALLER .
28	Apr. 2, 2001	EDUARDO HILLMAN-WALLER	Did direct a check of \$5,999.56 be drawn on the account of Empresas at Helm Bank in Miami, Florida for R.O.M.P.U. Construction Corporation in Miami, Florida.
29	Jun. 19, 2001	ARMANDO PAZ, ISHWAR GALBARANSINGH and CALMAQUIP	Did draw a check of \$570,000 on the account of CALMAQUIP at Colonial Bank in Miami, Florida to be deposited into the account of Northern Construction SA at Bank Leu Ltd. in Nassau, Bahamas.
30	Jun. 19, 2001	STEVE FERGUSON, ARMANDO PAZ and CALMAQUIP	Did draw a check of \$148,868 on the account of CALMAQUIP at Colonial Bank in Miami, Florida to be deposited into the account of South Western at Bank Leu Ltd. in Nassau, Bahamas.
31	Jun. 20, 2001	RAUL J. GUTIERREZ and STEVE FERGUSON	Wire transfer of \$250,000 from account of Argentum at Bank Leu Ltd. in Nassau, Bahamas to the account of R.F.G. or A.M.G., parents of RAUL J. GUTIERREZ , at Totalbank in Miami, Florida.
32	Jul. 5, 2001	RAUL J. GUTIERREZ and STEVE FERGUSON	Wire transfer of \$30,000 from account of South Western at Bank Leu Ltd. in Nassau, Bahamas to the account of M.D. at Mellon United National Bank in Miami, Florida.
33	Jul. 5, 2001	RAUL J. GUTIERREZ, STEVE FERGUSON and RICHARD LACLE	Wire transfer of \$100,000 from account of South Western at Bank Leu Ltd. in Nassau, Bahamas to the account of Attika Enterprises at Mellon Bank in Miami, Florida.
34	Jul. 11, 2001	ISHWAR GALBARANSINGH and CALMAQUIP	Did direct a check of \$130,000 be drawn on the account of CALMAQUIP at Wachovia Bank, N.A. in Miami, Florida to be deposited into the account of Northern Construction SA at Bank Leu Ltd. in Nassau, Bahamas.

COUNT	DATE	DEFENDANT	FINANCIAL TRANSACTION (in USD)
35	Aug. 1, 2001	RAUL J. GUTIERREZ, STEVE FERGUSON and RICHARD LACLE	Wire transfer of \$190,000 from account of Argentum at Bank Leu Ltd. in Nassau, Bahamas to the account of Windy City Trading at Mellon Bank in Miami, Florida.
36	Aug. 2, 2001	STEVE FERGUSON and CALMAQUIP	Did direct a check of \$65,000 to be drawn on the account of CALMAQUIP at Colonial Bank in Miami, Florida to be deposited into the account of South Western at Bank Leu Ltd. in Nassau, Bahamas.
37	Aug. 2, 2001	RAUL J. GUTIERREZ, STEVE FERGUSON and CALMAQUIP	Did draw a check of \$418,977 on the account of CALMAQUIP at Colonial Bank in Miami, Florida to be deposited into the account of South Western at Bank Leu Ltd. in Nassau, Bahamas.
38	Aug. 23, 2001	RAUL J. GUTIERREZ and STEVE FERGUSON	Wire transfer of \$60,000 from account of South Western at Bank Leu Ltd. in Nassau, Bahamas to the account of M.D., at Mellon Bank in Miami, Florida.
39	Sept. 26, 2001	RAUL J. GUTIERREZ and STEVE FERGUSON	Wire transfer of \$55,000 from account of Neptune at Bank Leu Ltd. in Nassau, Bahamas to the account of DLG Art, Inc. at Bank of America in Miami, Florida.
40	Oct. 11, 2001	RAUL J. GUTIERREZ and STEVE FERGUSON	Wire transfer of \$60,000 from account of Neptune at Bank Leu Ltd. in Nassau, Bahamas to the account of M.D., at Mellon Bank in Miami, Florida.
41	Oct. 26, 2001	RAUL J. GUTIERREZ, STEVE FERGUSON and RICHARD LACLE	Wire transfer of \$50,000 from account of Neptune at Bank Leu Ltd. in Nassau, Bahamas to the account of Attika Enterprises at Mellon Bank in Miami, Florida.
42	Oct. 26, 2001	RAUL J. GUTIERREZ and STEVE FERGUSON	Wire transfer of \$110,000 from account of Neptune at Bank Leu Ltd. in Nassau, Bahamas to the account of RAUL J. GUTIERREZ at Totalbank in Miami, Florida.
43	Oct. 26, 2001	RAUL J. GUTIERREZ and STEVE FERGUSON	Wire transfer of \$45,000 from account of Neptune at Bank Leu Ltd. in Nassau, Bahamas to the account of M.D., at Mellon Bank in Miami, Florida.

COUNT	DATE	DEFENDANT	FINANCIAL TRANSACTION (in USD)
44	Dec. 10, 2001	ISHWAR GALBARANSINGH and CALMAQUIP	Did direct a check of \$300,000 to be drawn on the account of CALMAQUIP at Colonial Bank in Miami, Florida to be deposited into the account of Northern Construction SA at Bank Leu Ltd. in Nassau, Bahamas.
45	Dec. 11, 2001	STEVE FERGUSON	Wire transfer of \$80,000 from account of South Western at Bank Leu Ltd. in Nassau, Bahamas to the account of STEVE FERGUSON at Totalbank in Miami, Florida.
46	Dec. 18, 2001	RAUL J. GUTIERREZ, STEVE FERGUSON and RICHARD LACLE	Wire transfer of \$150,000 from account of South Western at Bank Leu Ltd. in Nassau, Bahamas to the account of Attika Enterprises at Mellon Bank in Miami, Florida.
47	Dec. 28, 2001	RAUL J. GUTIERREZ and STEVE FERGUSON	Wire transfer of \$92,500 from account of Neptune at Bank Leu Ltd. in Nassau, Bahamas to the account of DLG Art, Inc. at Bank of America in Miami, Florida.
48	Dec. 31, 2001	RAUL J. GUTIERREZ and RICHARD LACLE	Did draw a check of \$49,668.44 on the account of Attika Enterprises at Mellon Bank in Miami, Florida for R.O.M.P.U. Construction Corporation in Miami, Florida.
49	Jan. 11, 2002	RAUL J. GUTIERREZ and STEVE FERGUSON	Wire transfer of \$25,000 from account of Neptune at Bank Leu Ltd. in Nassau, Bahamas to the account of M.D., at Totalbank in Miami, Florida.
50	Jan. 11, 2002	RAUL J. GUTIERREZ and STEVE FERGUSON	Wire transfer of \$75,000 from account of Neptune at Bank Leu Ltd. in Nassau, Bahamas to the account of RAUL J. GUTIERREZ at Totalbank in Miami, Florida.
51	Jan. 18, 2002	STEVE FERGUSON	Wire transfer of \$360,000 from account of Neptune at Bank Leu Ltd. In Nassau, Bahamas to the account of Geisla International Investments at Totalbank in Miami, Florida.

COUNT	DATE	DEFENDANT	FINANCIAL TRANSACTION (in USD)
52	Feb. 22, 2002	RAUL J. GUTIERREZ, STEVE FERGUSON and RICHARD LACLE	Wire transfer of \$150,000 from account of South Western at Bank Leu Ltd. in Nassau, Bahamas to the account of Attika Enterprises at Mellon Bank in Miami, Florida.
53	Mar. 28, 2002	RAUL J. GUTIERREZ, STEVE FERGUSON and RICHARD LACLE	Wire transfer of \$150,000 from account of South Western at Bank Leu Ltd. in Nassau, Bahamas to the account of Attika Enterprises at Mellon Bank in Miami, Florida.

All in violation of Title 18, United States Code, Sections 1956(a)(1)(B)(i) and 2.

It is further alleged that the specified unlawful activities are wire fraud, in violation of Title 18, United States Code, Section 1343 and bank fraud, in violation of Title 18 United States Code, Section 1344.

COUNTS 54-84

1. Paragraphs 1 through 25 of the General Allegations section of this Superseding Indictment are realleged and incorporated herein by reference.

2. On or about the dates specified in the individual counts below, in Miami-Dade County, in the Southern District of Florida, and elsewhere, the defendants, as set forth below according to count, did knowingly engage in and attempt to engage in monetary transactions affecting interstate and foreign commerce, by, through, and to a financial institution, in criminally derived property of a value greater than \$10,000, such property having been derived from a specified unlawful activity, and knowing that the property involved in the financial transactions represented the proceeds of some form of unlawful activity:

COUNT	DATE	DEFENDANT	FINANCIAL TRANSACTION (in USD)
54	Nov. 24, 2000	RAUL J. GUTIERREZ and STEVE FERGUSON	Wire transfer of \$40,000 from account of Argentum at Bank Leu Ltd. in Nassau, Bahamas to the account of M.D. at Mellon United National Bank in Miami, Florida.

COUNT	DATE	DEFENDANT	FINANCIAL TRANSACTION (in USD)
55	Dec. 21, 2000	RAUL J. GUTIERREZ and STEVE FERGUSON	Wire transfer of \$50,000 from account of Argentum at Bank Leu Ltd. in Nassau, Bahamas to the account of M.D. at Mellon United National Bank in Miami, Florida.
56	Dec. 21, 2000	RAUL J. GUTIERREZ and STEVE FERGUSON	Wire transfer of \$300,000 from account of Argentum at Bank Leu Ltd. in Nassau, Bahamas to the account of RAUL J. GUTIERREZ at Totalbank in Miami, Florida.
57	Dec. 29, 2000	RAUL J. GUTIERREZ, STEVE FERGUSON and RICHARD LACLE	Wire transfer of \$100,000 from account of Argentum at Bank Leu Ltd. in Nassau, Bahamas to the account of Windy City Trading at Mellon United National Bank in Miami, Florida.
58	Jan. 16, 2001	RAUL J. GUTIERREZ, STEVE FERGUSON and RICHARD LACLE	Wire transfer of \$100,000 from account of Argentum at Bank Leu Ltd. in Nassau, Bahamas to the account of Windy City Trading at Mellon United National Bank in Miami, Florida.
59	Mar. 26, 2001	EDUARDO HILLMAN- WALLER	Did direct a check of \$14,668 to be drawn on the account of Empresas at Helm Bank in Miami, Florida for R.O.M.P.U. Construction Corporation in Miami, Florida.
60	Jun. 19, 2001	ARMANDO PAZ, ISHWAR GALBARANSINGH and CALMAQUIP	Did draw a check of \$570,000 to be drawn on the account of CALMAQUIP at Colonial Bank in Miami, Florida to be deposited into the account of Northern Construction SA at Bank Leu Ltd. in Nassau, Bahamas.
61	Jun. 19, 2001	STEVE FERGUSON, ARMANDO PAZ and CALMAQUIP	Did draw a check of \$148,868 to be drawn on the account of CALMAQUIP at Colonial Bank in Miami, Florida to be deposited into the account of South Western at Bank Leu Ltd in Nassau, Bahamas.

COUNT	DATE	DEFENDANT	FINANCIAL TRANSACTION (in USD)
62	Jun. 20, 2001	RAUL J. GUTIERREZ and STEVE FERGUSON	Wire transfer of \$250,000 from account of Argentum at Bank Leu Ltd. in Nassau, Bahamas to the account of R.F.G. or A.M.G., parents of RAUL J. GUTIERREZ at Totalbank in Miami, Florida.
63	Jul. 5, 2001	RAUL J. GUTIERREZ and STEVE FERGUSON	Wire transfer of \$30,000 from account of South Western at Bank Leu Ltd. in Nassau, Bahamas to the account of M.D. at Mellon United National Bank in Miami, Florida.
64	Jul. 5, 2001	RAUL J. GUTIERREZ, STEVE FERGUSON and RICHARD LACLE	Wire transfer of \$100,000 from account of South Western at Bank Leu Ltd. in Nassau, Bahamas to the account of Attika Enterprises at Mellon Bank in Miami, Florida.
65	Jul. 11, 2001	ISHWAR GALBARANSINGH and CALMAQUIP	Did direct a check of \$130,000 to be drawn on the account of CALMAQUIP at Wachovia Bank, N.A. in Miami, Florida to be deposited into the account of Northern Construction SA at Bank Leu Ltd. in Nassau, Bahamas.
66	Aug. 1, 2001	RAUL J. GUTIERREZ, STEVE FERGUSON and RICHARD LACLE	Wire transfer of \$190,000 from account of Argentum at Bank Leu Ltd. in Nassau, Bahamas to the account of Windy City Trading at Mellon Bank in Miami, Florida.
67	Aug. 2, 2001	STEVE FERGUSON and CALMAQUIP	Did direct a check of \$65,000 to be drawn on the account of CALMAQUIP at Colonial Bank in Miami, Florida to be deposited into the account of South Western at Bank Leu Ltd. in Nassau, Bahamas.
68	Aug. 2, 2001	RAUL J. GUTIERREZ, STEVE FERGUSON and CALMAQUIP	Did draw a check of \$418,977 on the account of CALMAQUIP at Colonial Bank in Miami, Florida to be deposited into the account of South Western at Bank Leu Ltd. in Nassau, Bahamas.
69	Aug. 23, 2001	RAUL J. GUTIERREZ and STEVE FERGUSON	Wire transfer of \$60,000 from account of South Western at Bank Leu Ltd. in Nassau, Bahamas to the account of M.D., at Mellon Bank in Miami, Florida.

COUNT	DATE	DEFENDANT	FINANCIAL TRANSACTION (in USD)
70	Sept. 26, 2001	RAUL J. GUTIERREZ and STEVE FERGUSON	Wire transfer of \$55,000 from account of Neptune at Bank Leu Ltd. in Nassau, Bahamas to the account of DLG Art, Inc. at Bank of America in Miami, Florida.
71	Oct. 11, 2001	RAUL J. GUTIERREZ and STEVE FERGUSON	Wire transfer of \$60,000 from account of Neptune at Bank Leu Ltd. in Nassau, Bahamas to the account of M.D., at Mellon Bank in Miami, Florida.
72	Oct. 26, 2001	RAUL J. GUTIERREZ, STEVE FERGUSON and RICHARD LACLE	Wire transfer of \$50,000 from account of Neptune at Bank Leu Ltd. in Nassau, Bahamas to the account of Attika Enterprises at Mellon Bank in Miami, Florida.
73	Oct. 26, 2001	RAUL J. GUTIERREZ and STEVE FERGUSON	Wire transfer of \$110,000 from account of Neptune at Bank Leu Ltd. in Nassau, Bahamas to the account of RAUL J. GUTIERREZ at Totalbank in Miami, Florida.
74	Oct. 26, 2001	RAUL J. GUTIERREZ and STEVE FERGUSON	Wire transfer of \$45,000 from account of Neptune at Bank Leu Ltd. in Nassau, Bahamas to the account of M.D., at Mellon Bank in Miami, Florida.
75	Dec. 10, 2001	ISHWAR GALBARANSINGH and CALMAQUIP	Did direct a check of \$300,000 be drawn on the account of CALMAQUIP at Colonial Bank in Miami, Florida to be deposited into the account of Northern Construction SA at Bank Leu Ltd. in Nassau, Bahamas.
76	Dec. 11, 2001	STEVE FERGUSON	Wire transfer of \$80,000 from account of South Western at Bank Leu Ltd. in Nassau, Bahamas to the account of STEVE FERGUSON at Totalbank in Miami, Florida.
77	Dec. 18, 2001	RAUL J. GUTIERREZ, STEVE FERGUSON and RICHARD LACLE	Wire transfer of \$150,000 from account of South Western at Bank Leu Ltd. in Nassau, Bahamas to the account of Attika Enterprises at Mellon Bank in Miami, Florida.

COUNT	DATE	DEFENDANT	FINANCIAL TRANSACTION (in USD)
78	Dec. 28, 2001	RAUL J. GUTIERREZ and STEVE FERGUSON	Wire transfer of \$92,500 from account of Neptune at Bank Leu Ltd. in Nassau, Bahamas to the account of DLG Art, Inc. at Bank of America in Miami, Florida.
79	Dec. 31, 2001	RAUL J. GUTIERREZ and RICHARD LACLE	Did draw a check of \$49,668.44 on the account of Attika Enterprises at Mellon Bank in Miami, Florida for R.O.M.P.U. Construction Corporation in Miami, Florida.
80	Jan. 11, 2002	RAUL J. GUTIERREZ and STEVE FERGUSON	Wire transfer of \$25,000 from account of Neptune at Bank Leu Ltd. in Nassau, Bahamas to the account of M.D., at Totalbank in Miami, Florida.
81	Jan. 11, 2002	RAUL J. GUTIERREZ and STEVE FERGUSON	Wire transfer of \$75,000 from account of Neptune at Bank Leu Ltd. in Nassau, Bahamas to the account of RAUL J. GUTIERREZ at Totalbank in Miami, Florida.
82	Jan. 18, 2002	STEVE FERGUSON	Wire transfer of \$360,000 from account of Neptune at Bank Leu Ltd. In Nassau, Bahamas to the account of Geisla International Investments S.A. at Totalbank in Miami, Florida.
83	Feb. 22, 2002	RAUL J. GUTIERREZ, STEVE FERGUSON and RICHARD LACLE	Wire transfer of \$150,000 from account of South Western at Bank Leu Ltd. in Nassau, Bahamas to the account of Attika Enterprises at Mellon Bank in Miami, Florida.
84	Mar. 28, 2002	RAUL J. GUTIERREZ, STEVE FERGUSON and RICHARD LACLE	Wire transfer of \$150,000 from account of South Western at Bank Leu Ltd. in Nassau, Bahamas to the account of Attika Enterprises at Mellon Bank in Miami, Florida.

All in violation of Title 18, United States Code, Sections 1957 and 2.

It is further alleged that the specified unlawful activities are wire fraud, in violation of Title 18, United States Code, Section 1343 and bank fraud, in violation of Title 18 United States Code, Section 1344.

FORFEITURE ALLEGATIONS

1. The allegations of Counts 1 through 84 of this Superseding Indictment are re-alleged and by this reference fully incorporated herein for the purpose of alleging forfeiture to the United States of America, pursuant to the provisions of Title 18, United States Code, Section 982(a)(1), (a)(2) and (b) and the procedures set forth in Title 21, United States Code, Section 853.

2. Upon conviction of any of the offenses alleged in Counts 1 and 2 of this Indictment, the defendants **RAUL J. GUTIERREZ, RENE DIAZ DE VILLEGAS, EDUARDO HILLMAN-WALLER, ARMANDO PAZ, STEVE FERGUSON, ISHWAR GALBARANSINGH, LEONARDO ARTURO MORA-RODRIGUEZ, NORTHERN CONSTRUCTION LIMITED,** and **CALMAQUIP ENGINEERING CORPORATION**, shall forfeit to the United States any property, real or personal, that constitutes, or is derived from or is traceable to the proceeds obtained directly or indirectly from the commission of the offense(s) for which the defendants are convicted.

3. Upon conviction of any of the offenses alleged in Counts 3 through 19 of this Indictment, the defendants **RAUL J. GUTIERREZ, ARMANDO PAZ,** and **CALMAQUIP ENGINEERING CORPORATION**, shall forfeit to the United States any property, real or personal, that constitutes, or is derived from or is traceable to the proceeds obtained directly or indirectly from the commission of the offense(s) for which the defendants are convicted.

4. Upon conviction of any of the offenses alleged in Counts 20 through 84 of this Indictment, the defendants, **RAUL J. GUTIERREZ, STEVE FERGUSON, ARMANDO PAZ, ISHWAR GALBARANSINGH, RICHARD LACLE, LEONARDO ARTURO MORA-RODRIGUEZ, EDUARDO HILLMAN-WALLER** and **CALMAQUIP ENGINEERING CORPORATION**, shall forfeit to the United States any property, real or personal involved in such offenses or any property traceable to such property.

5. The property subject to forfeiture shall include, but is not limited to, a money judgment in the amount of \$33,500,000.00 USD.

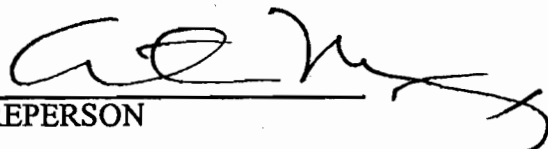
6. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by reference by Title 18, United States Code, Section 982(b), if any property described above as being subject to forfeiture, as a result of any act or omission of the defendants,


- (A) cannot be located upon due diligence;
- (B) has been transferred, or sold to, or deposited with a third party;
- (C) has been placed beyond the jurisdiction of the Court;
- (D) has been substantially diminished in value; or
- (E) has been commingled with other property which cannot be subdivided without difficulty;

it is the intent of the United States to seek the forfeiture of other property of the defendants up to the value of the above-described forfeitable property.

All pursuant to Title 18, United States Code, Section 982(a)(1), (a)(2) and (b), and Title 21, United States Code, Section 853.

A TRUE BILL


FOREPERSON


R. ALEXANDER ACOSTA
UNITED STATES ATTORNEY


RICHARD D. GREGORIE
ASSISTANT UNITED STATES ATTORNEY


MATTHEW S. AXELROD
ASSISTANT UNITED STATES ATTORNEY